

Board of Zoning Adjustments Agenda

2267 North 1500 West, Clinton, UT 84015
Phone (801) 614-0700 www.clintoncity.net

September 22, 2020
5:30 pm

**DETERMINATION BY THE VICE-CHAIR OF THE PLANNING COMMISSION
CONCERNING AN ANCHOR LOCATION**

Pursuant to UTAH CODE ANN. 52-4-207(4), I, Dennis Henry, the vice-chair of the Clinton City Planning Commission, hereby determine that due to the state of emergency caused by COVID-19, a global pandemic, I find that conducting a meeting at an anchor location under the current state of public health emergency constitutes a substantial risk to the health and safety of those who may be present in the location. Effective August 28, 2020.

Dennis Henry

No physical meeting location will be available. This meeting will be held electronically in accordance with Utah Code Section 52-4-207. The public may participate in the meeting electronically by following the instructions below:

Join Zoom Meeting
<https://us02web.zoom.us/j/86940727832>
OR
By phone and dial
+1 346 248 7799; or
+1 669 900 9128

Meeting ID: 869 4072 7832

I. Call to Order

- a. Roll Call—Board Members
- b. Meeting Attendance—Applicants, Residents, Others

II. Business:

- 1) Review and action on a request by Robert Thurgood and Lonnie Campbell for approval of a shared parking arrangement for the property located at 1094 W 1800 North (Parcel No. 14-316-0005), with the adjacent property located at 1078 W 1800 North (Parcel No. 14-316-0002).

III. Adjourn

THE PUBLIC IS INVITED TO PARTICIPATE IN ALL CITY MEETINGS

If you attend this meeting and, due to a disability, will need assistance in understanding or participating, then please notify the City at (801) 614-0740 at least three days prior to the meeting and we will seek to provide assistance. The order of agenda items may be changed or times accelerated.

CLINTON CITY

Board of Zoning Adjustments

AGENDA ITEM

SUBJECT: Review and action on a request by Robert Thurgood and Lonnie Campbell for approval of a shared parking arrangement for the property located at 1094 W 1800 North (Parcel No. 14-316-0005), with the adjacent property located at 1078 W 1800 North (Parcel No. 14-316-0002).	AGENDA ITEM: 1
PETITIONER: Lonnie Campbell, Lakeside Community Church Robert Thurgood, Property Owner	MEETING DATE: September 22, 2020
RECOMMENDATION: To approve with conditions , the request for a shared parking agreement with the adjacent property owner to the east, and increasing the number of occupants of the building to 216, based on the additional 14 shared parking stalls available.	ROLL CALL VOTE: YES

BACKGROUND:

Planning Commission approved the site plan approval for a change of use for a developed site and existing building located at 1078 W 1800 North on July 21, 2020. The approvals associated with this site plan provided for a church occupancy of up to 160 people, based on the available number of parking stalls to meet minimum parking standards. The Zoning Ordinance permits what is referred to as “combined parking” arrangements with an approval from the Board of Zoning Adjustments. The applicant has submitted a signed parking agreement that is in form to be recorded with the County. The shared parking agreement will provide for an additional 14 stalls, which will accommodate occupancy of 216 people.

ANALYSIS:

The proposal consists of formal arrangements for the shared use of the parking for the church, from an adjacent property owner who owns a business that operates predominately during the weekdays and is closed Sundays. This is the very scenario that shared parking arrangements are ideally suited for; the demand for the parking is regularly and consistently complementing (or opposite) schedules. The request for the shared parking agreement is consistent with the purposes and intent of the Zoning Ordinance, and fully meets the standards of providing necessary parking stalls for the intended use of the site.

PUBLIC COMMENT:

No comment has been received to date.

ATTACHMENTS:

- (1) Conditions of Approval
- (2) Shared Parking Agreement

CONDITIONS OF APPROVAL

- 1) This approval is subject to the Planning Commission's Site Plan approvals of July 21, 2020, but these approvals supersede the occupancy. The maximum number of occupants is 216, based on the number of on-site stalls and the 14 parking stalls available under the formal shared parking arrangements.
- 2) The shared parking agreement shall be recorded with the County, not later than the issuance of the Certificate of Occupancy.

PARKING AGREEMENT

THIS PARKING AGREEMENT ("Agreement") is entered into as of the 17th day of September, 2020 by and between ROBERT THURGOOD ("Owner A"), and STERLING BINGHAM ("Owner B").

WHEREAS, Owner A owns certain real property ("Owner A Property"), located at 1094 W 1800 N, adjacent to the property owned by Owner B ("Owner B Property"), located at 1078 W 1800 N, which properties are described in Exhibit "A" Legal Descriptions; and

WHEREAS, Owner A desires to park on Owner B Property, but does not want to be subject to the obligation to pay full maintenance expenses; and

WHEREAS, Owner B has agreed to allow Owner A, including tenants of Owner A, to park on the common areas of the Owner B Property, pursuant to the terms and conditions contained herein.

NOW THEREFORE, in consideration of the mutual covenants of the parties hereto, it is agreed as follows:

1. Parking Right - Owner A. Owner B hereby grants Owner A the non-exclusive right to park vehicles, including nighttime parking, in the parking areas on the Owner B property of not less than 14 stalls **as** delineated on Exhibit "B" Parking Area. In consideration thereof, but in lieu of any maintenance expenses, which might otherwise be payable therefor, Owner A shall pay Owner B, in advance, the sum of Zero Dollars (\$0.00) per year ("Parking Payment").

2. Limitation on Other Obligations of Owner A. The parties acknowledge and agree that in exchange for the Parking Payment, Owner A shall not be responsible for any costs of maintaining or repairing the Parking Area of Owner B property. Notwithstanding the foregoing, Owner A shall be liable to pay for any necessary repairs resulting from negligent or intentional acts of Owner A or Owner A's contractors, agents, employees or invitees.

3. Parking Right - Owner B. Owner A hereby reciprocally grants Owner B the non-exclusive right to park vehicles, including nighttime parking, in the parking areas on the Owner A property of not less than 14 stalls **as** delineated on Exhibit "B" Parking Area. In consideration thereof, but in lieu of any maintenance expenses, which might otherwise be payable therefor, Owner B shall pay Owner A, in advance, the sum of Zero Dollars (\$0.00) per year ("Parking Payment").

4. Limitation on Other Obligations of Owner B. The parties acknowledge and agree that in exchange for the Parking Payment, Owner B shall not be responsible

for any costs of maintaining or repairing the Parking Area of Owner A property. Notwithstanding the foregoing, Owner B shall be liable to pay for any necessary repairs resulting from negligent or intentional acts of Owner B or Owner B's contractors, agents, employees or invitees.

5. Effective Date and Termination. This Agreement shall be effective as of September 17, 2020. Unless otherwise agreed to by the parties, this Agreement shall automatically terminate upon the earlier of: (a) Twenty (20) years from the date hereof, or (b) Owner B's sale of the Owner B Property.

6. Miscellaneous.

(a) No Waiver. A party's failure to insist upon strict performance of any of the terms, covenants, conditions or agreements contained herein shall not be deemed a waiver of any rights or remedies that said party may have and shall not be deemed a waiver of any subsequent breach or default in the performance of any of the terms, covenants, conditions or agreements contained herein by the same party.

(b) Applicable Law; Attorneys' Fees. This Agreement shall be interpreted and construed in accordance with the laws of the State of Utah. In the event of any default of the obligations and duties set forth herein, the non-defaulting party shall be entitled to all costs and fees incurred to enforce the same, including attorneys' fees.

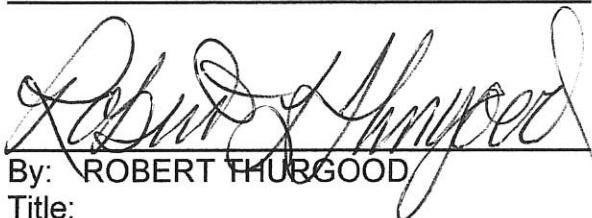
(C) Modifications. No modifications of this Agreement shall be valid or binding unless set forth in writing, duly executed by both parties.

(d) Entire Agreement. This Agreement contains the entire agreement of the parties with regard to the subject matter hereof, and all prior communications, oral or written, are without any force and effect as it is the specific intent of the parties that this Agreement alone sets forth the terms on which the parties have mutually agreed.

(e) Successors. This Agreement is binding upon the heirs, successors, administrators, executors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

OWNER A:



By: ROBERT THURGOOD

Title:

STATE OF UTAH)

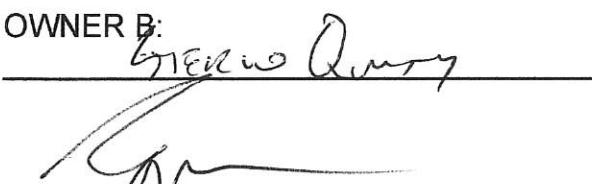
)
COUNTY OF DAVIS)

On this 18 day of September, 2020, ROBERT THURGOOD, personally appeared before me, the signer of the foregoing document, who duly acknowledged to me that he executed the same.



Notary Public

OWNER B:



By: STERLING BINGHAM

STATE OF UTAH)

)
COUNTY OF DAVIS)

On this 18 day of September, 2020, STERLING BINGHAM, personally appeared before me, the signer of the foregoing document, who duly acknowledged to me that he executed the same.



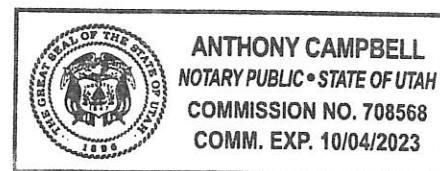
Notary Public

EXHIBIT "A"

Legal Descriptions

Owner A:

ALL OF LOT 3, BOBS CAR WASH SUBDIVISION NO 2. CONTAINS 0.59 ACRES ALSO: ALL OF LOT 4, BOBS CAR WASH SUBDIVISION NO 2. CONTAINS 0.56 ACRES TOTAL ACREAGE 1.15 ACRES

(Parcel No. 143160005)

Owner B:

ALL OF LOT 2, BOB'S CAR WASH SUBDIVISION NO 2. CONTAINS 0.57 ACRES

(Parcel No. 143160002)

EXHIBIT "B"
Delineated Parking Area

